

4-3386 03-14

AGREEMENT

PAULSBORO BOARD OF EDUCATION

AND

PAULSBORO ASSOCIATION OF SCHOOL SERVICE PERSONNEL

X July 1, 1986 - June 30, 1988

ARTICLE I

RECOGNITION

1. A. The Paulsboro Board of Education, Gloucester County, New
2. Jersey, hereafter known as the Board hereby recognizes the
3. Paulsboro Association of School Service Personnel, here-
4. after known as the Association, as the exclusive repre-
5. sentative for collective negotiations concerning the
6. terms and conditions of employment for all full-time
7. salaried, and part-time, personnel under contract and
8. employed by the Board and so assigned as an employee
9. who performs custodial, maintenance, cafeteria, or bus
10. driver responsibilities, but excluding administrative
11. and/or supervisory personnel.

ARTICLE II

NEGOTIATION PROCEDURE

12. A. The parties agree to enter into collective negotiations
13. over a successor Agreement, and they agree that Agreement
14. shall remain in force until such time as a new Agreement
15. is reached in accordance with Chapter 123, Public Laws
16. of 1974. Such negotiations shall begin as prescribed
17. by law.
18. B. The Board agrees to furnish the Association, upon
19. reasonable request, all information normally made
20. available to the Public, through the Superintendent of
21. Schools.
22. C. This agreement shall not be modified in whole, or in
23. part, by the parties except by mutual agreement by
24. both parties.

ARTICLE III

GRIEVANCE PROCEDURE

1. A. Definitions

2. 1. Grievance

3. A "Grievance" is a claim by an employee or the Association
4. based upon the interpretation, application, or violation
5. of this Agreement, policies or administrative decisions
6. affecting an employee or group of employees.

7. 2. Aggrieved Person

8. An "Aggrieved Person" is the person, or persons, or the
9. Association making the claim.

10. 3. Party in Interest

11. A "Party in Interest" is the person, or persons, making
12. the claim and any person including the Association or the
13. Board, who might be required to take action or against
14. whom the action might be taken in order to resolve the
15. claim.

16. B. Purpose

17. The purpose of this procedure is to secure at the lowest
18. possible level, equitable solutions to the problems which
19. may from time to time arise affecting employees. Both
20. parties agree that these proceedings will be kept as
21. informal and confidential as may be appropriate at any
22. level of the procedure.

23. C. Procedure

24. 1. Time Limits

25. The number of days indicated at each level should be
26. considered as a maximum and every effort should be made
27. to expedite the process. The time limits specified may,
28. however, be extended by mutual agreement.

29. 2. Level One - Principal or Immediate Superior

30. An employee with a grievance shall first discuss it with
31. his principal or immediate superior, either directly, or
32. through the Association's designated representative, with
33. the objective of resolving the matter informally.

1. 3. Level Two - Superintendent

2. If the aggrieved person is not satisfied with the
3. disposition of his grievance at Level One, or if
4. no decision has been rendered within five (5) school
5. days after the presentation of the grievance, he may
6. file the grievance, in writing, with the Association
7. within five (5) school days after the decision at Level
8. One or ten (10) school days after the grievance was
9. presented, whichever is sooner. Within five (5)
10. school days after receiving the written grievance,
11. the Association shall refer it to the Superintendent
12. of Schools.

13. 4. Level Three

14. If the Association is not satisfied with the disposition
15. of the grievance at level two, or if no decision has been
16. rendered within ten (10) school days after the grievance
17. was delivered to the Superintendent, they may within
18. five (5) school days after a decision by the Superintendent
19. or fifteen (15) school days after the grievance was de-
20. livered to the Superintendent, the Association may submit,
21. in writing, the grievance to the Board of Education. The
22. Board will review the grievance in caucus with the person
23. and representative from the Association within fifteen
24. (15) school days. Following the caucus, the Board of
25. Education shall set forth, in writing, its decision and
26. the reason therefore, within forty-five (45) calendar days.

27. 5. Level Four

28. a. If the aggrieved person and the Association determine
29. that the grievance is not satisfied, the grievance
30. may be submitted to arbitration within fifteen (15)
31. school days by the aggrieved person or the Association
32. if so desired.
33. b. Within ten (10) school days after such written notice
34. of submission to arbitration, the Board and the
35. aggrieved person and the Association shall attempt
36. to agree upon a mutually acceptable arbitrator to
37. serve. If the parties are unable to agree upon an
38. arbitrator, or to obtain such a commitment within
39. the specified period, a request for a list of
40. arbitrators may be made to the American Arbitration
41. Association by either party.

1. c. The arbitrator so selected shall confer with the
2. representatives of the Board and the aggrieved
3. person and the Association and hold hearings promptly
4. and shall issue his decision. The arbitrator's
5. decision shall be in writing and shall set forth his
6. findings or fact, reasoning, and conclusions on the
7. issues submitted. The arbitrator shall be without power
8. or authority to make any decisions which require the
9. commission of an act prohibited by law or which is
10. violative of the terms of this agreement. The decision
11. of the arbitrator shall be submitted to the Board and
12. the Association and shall be final and binding on the
13. parties.
14. d. The costs for services of the arbitrator, including
15. per diem expenses, if any, and actual and necessary
16. travel subsistence expenses and the cost of the hearing
17. room shall be borne equally by the Board and the
18. Association. Any other expenses incurred shall be paid
19. by the party incurring same.

D. Miscellaneous

20. All meetings and hearings under this procedure shall
21. not be conducted in public and shall include only
22. personnel involved, the administration involved, Board
23. of Education and their designated or selected representatives.

ARTICLE IV

EMPLOYEE RIGHTS & PRIVILEGES

24. A. Pursuant to Chapter 123 Public Laws 1974, the Board hereby
25. agrees that every employee of the Board shall have the
26. right freely to organize, join, and support the Association
27. and its affiliates for the purpose of engaging in collective
28. negotiations and other concerted activities for mutual aid
29. and protection. As a duly selected body exercising
30. governmental power under the laws of the State of New Jersey
31. the Board undertakes and agrees that it shall not directly,
32. or indirectly, discourage or deprive, or coerce any employee
33. in the enjoyment of any rights conferred by Chapter 123,
34. Public Law 1974 or other laws of New Jersey or the Constitu-
35. tion of New Jersey and the United States; that it shall not
36. discriminate against any employee with respect to hours,
37. wages, or any terms or conditions of employment by reason
38. of his membership in the Association and its affiliates,
39. his participation in any activities of the Association
40. and its affiliates, collective negotiations with the
41. Board, or his institution of any grievance, complaint or
42. other proceeding under this agreement or otherwise with
43. respect to any terms or conditions of employment.

1. B. Nothing contained herein shall be construed to deny or restrict
2. to any employee such rights as he may have under New Jersey
3. Laws or other applicable laws and regulations. The rights
4. granted to employees hereunder shall be deemed to be in
5. addition to those provided elsewhere.
6. C. No employee shall be disciplined, reprimanded, or reduced
7. in rank or compensation without evidence of a direct
8. violation of Board Policy, administrative directive, or this
9. Agreement.
10. D. Whenever an employee is required to appear before the Super-
11. intendent, Board or any committee or member thereof concerning
12. any matter which could adversely affect the continuation of
13. that employee in his position, employment, or the salary of
14. any increments pertaining thereto, then he shall be given
15. prior written notice of the reasons for such meeting or
16. interview and shall be entitled to have a representative
17. of the Association present to advise him and represent him
18. during such meeting and interview.
19. E. No employee shall be prevented from wearing pins or other
20. identification of membership in the Association or its
21. affiliates.
22. F. All newly hired employees shall serve a sixty (60) day
23. probationary period during which time they may be discharged
24. without any recourse under this Agreement.
25. G. Cafeteria employees shall be given at the Board's expense
26. three aprons/smocks yearly. All other members as identified
27. in Article 1 shall be given at Board expense, two (2) sets
28. of uniforms (one set consists of two (2) shirts and one (1)
29. pair of pants) and one (1) additional set after six months
30. of employment. In the event that the employee leaves within
31. one year for whatever reason, they shall return the uniforms,
32. or refund the cost of same. Each employee shall maintain
33. their respective uniform in a clean condition. No hats,
34. armbands, or other types of additional material of a
35. decorative nature may be worn. Failure to wear the proper
36. uniform will subject the employee to a written reprimand
37. on the first occasion. On the second occasion the employee
38. will be sent home without pay or any recourse in the matter.
39. Failure to wear the proper uniform on three occasions in a
40. one year period will be considered as insubordination.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

41. A. Upon mutual agreement whenever any representative of the
42. Association or any employee participates during working
43. hours in negotiations, grievance proceedings, conferences,
44. or meetings, he shall suffer no loss in pay.
45. B. The Association and its representatives shall have the
46. privilege to use school buildings at all reasonable hours
47. for meetings. The request shall be submitted, in writing,
48. to the Superintendent stating the time and place of all
49. such meetings.

1. C. The Association shall have the right to use school
2. facilities, and equipment, at reasonable times,
3. when such equipment is not otherwise in use, except
4. cafeteria and cooking area. School facilities and
5. equipment shall be used exclusively for programs of
6. the Paulsboro Association of School Service Personnel
7. and its members and no other organization. The
8. Association shall pay for the reasonable cost of all
9. materials and supplies incident to each use, and for
10. any repairs necessitated as a result thereof.
11. D. Adequate bulletin board space shall be reserved in
12. each school location in a place to be designated by
13. the supervisor at such school location, readily
14. accessible to all members of the bargaining unit,
15. for the posting of Association notices and other
16. material dealing with proper and legitimate Association
17. business. All such notices and material shall bear
18. the signature of a responsible Association official
19. or shall clearly indicate that its issuer or publisher
20. is the Association. The authorized representative of
21. the Association shall be the sole person empowered to
22. post these materials on that Board. The bulletin
23. board space shall be identified with the name of the
24. Association.
25. E. In the event there is no Association representative
26. in any work location, an authorized representative
27. from another work location may be designated the
28. authorized representative of the Association by a
29. letter of authorization, signed by the President of
30. the Association, to carry out all duties and responsi-
31. bilities of Association Representatives as set forth
32. in this Agreement, except that such representatives
33. shall not be entitled to leave the premises of the
34. work lcoation in which he works during his work hours.

ARTICLE VI

BOARD RIGHTS

35. A. The Board of Education reserves to itself the sole
36. jurisdiction and authority over matters of policy
37. and retains the right, subject only to the limitations
38. imposed by the language of this agreement in accordance
39. with applicable laws and regulations.

ARTICLE VII

WORK SCHEDULE

1. A. Daily Work Hours

2. 1. Schedule Posting - work schedules showing the employees
3. shifts, work days, and hours shall be posted in each
4. school.

5. 2. Work Shift for Custodial and Maintenance Personnel

6. Eight hours of work, exclusive of a 30 minute
7. lunch period, shall constitute a work shift.
8. All employees shall be scheduled to work on a
9. regular shift and shall be advised of a regular
10. starting and quitting time. A full time employee
11. is one who works thirty five (35) hours or more
12. per week. A part time employee shall be one that
13. works less than thirty five (35) hours per week.
14. Changes to an employees working hours shall be by
15. Board of Education, or authorized representative.

16. 3. Clean-Up Period

17. a. Employees shall be granted ten (10) minutes
18. prior to the end of the work shift in which
19. to put away equipment and supplies and for
20. the purpose of personal clean-up.
21. b. Clean-up period for cafeteria personnel shall
22. be ten (10) minutes for personal clean-up.
23.

24. 4. Night Shift - Employees to work 8 hours, including
25. a 30 minute lunch if on the premises.

26. 5. Work shift for new bus drivers - All new persons
27. hired under the hourly rate of this agreement
28. shall be hired only for those hours necessary to
29. drive the school bus.

30. B. Emergency Call Time and Overtime

31. 1. Any employee called in on an emergency to perform
32. work other than his regular work shift shall receive
33. a minimum of two (2) hours at time and one-half
34. provided that such call in was not necessitated by
35. that employees own negligence in the performance of
36. his duties, under which conditions he shall receive
37. no extra pay. If an employee is called in for the
38. negligence of anyone represented by this unit, the
39. negligent employee shall be docked the amount of
40. overtime pay needed to correct the negligence.

41. 2. Overtime shall be paid at the rate of one and one-half
42. ($1\frac{1}{2}$) the employees regular hourly rate of pay for all
43. time worked in their job capacity outside of the regular
44. work schedule of forty (40) hours in any week. Holidays
45. and vacation days shall be considered as part of the
46. forty (40) hour work week.

1. 3. An overtime list shall be maintained in alphabetical
2. order and personnel selected on this basis. Attempts
3. will be made to equalize all hours.
4. 4. Part-time employees will be given additional hours
5. before a substitute is called in.
6. C. Vacation Schedule (12 month employees only)
7. 1. Vacations may be taken throughout the school year.
8. In June of each year each employee shall submit
9. his/her choices for vacation. If there are any
10. conflicts, employees with seniority shall receive
11. first choice. All vacation requests are subject to
12. final approval by the Superintendent.
13. 2. Ten vacation days will be granted after completion
14. of the employee's anniversary date of employment.
15. Any employee who works full-time during June, July,
16. or August, at a substitute rate and then is hired
17. in September under the Contract will be eligible for
18. vacation the ensuing year.
19. 3. Eligible employees shall receive vacation as follows:
20. a. After 1 year - 10 days
21. b. After 5 years - 12 days
22. c. After 10 years - 17 days
23. d. After 15 years - 19 days
24. e. After 20 years - 21 days
25. 4. Vacation times shall be scheduled to coordinate
26. with other vacations within the staff and shall be
27. subject to approval by the Building Principal and
28. Superintendent.
29. 5. Vacation schedules shall be posted by June 1 and
30. any changes are to be mutually agreed upon.
31. D. Holidays
32. 1. All custodial and maintenance employees who are salaried
33. and full-time (8 hrs/day) shall receive 13 holidays
34. per year, plus Independence day for all 12 month employees.
35. These holidays shall be selected by the Association and
36. approved by the Superintendent. The selection shall be
37. made within 30 days of the time an official school
38. calendar is presented to the Association by the
39. Superintendent.
40. 2. They must be taken on days when school is not in session
41. and must be consistent for all employees.
42. 3. All work schedules shall be reduced one (1) hour without
43. loss of pay or benefits on the last working day preceding
44. Thanksgiving. On the day preceding Christmas the
45. decision to leave early for personnel covered under this
46. Agreement shall be determined by the Superintendent of
47. Schools.
48. 4. Employees who work on holidays shall be paid at the
49. rate of time and one-half. Lacking volunteers the
50. head custodian shall appoint employees on a rotating
- basis.

TRANSFER AND REASSIGNMENT

1. A. Employees desiring a change in assignment shall make their
2. request, in writing, to the Superintendent.
3. If there are no vacancies available at that time, prior
4. consideration shall be given to the individuals requesting
5. transfer when positions become available.
6. B. Involuntary transfers will be made only when conditions
7. require it. The employee to be transferred shall be
8. given every consideration possible as to available
9. positions in the system. Seniority with the system will
10. be given consideration.
11. C. The Superintendent shall discuss the transfer with the
12. employee and/or his representative.

ARTICLE IX VACANCIES AND NEW POSITIONS

13. A. Notice of all vacancies in custodial, maintenance, bus
14. drivers, cafeteria shall be posted in each school by
15. the Superintendent within five (5) school days of:
 16. 1. Official receipt of letter of resignation
 17. by the Board of Education.
 18. 2. Official Board action vacating a position
 19. or creating a new position within the
 20. school system.
21. B. The notice shall state the name of the job, a short
22. description of the same, the deadlines for filing an
23. application, and shall be posted at all schools. The
24. person requesting the transfer to this vacant position
25. shall fill out the standard application.
26. C. All such applicants shall be considered and be given an
27. interview within a reasonable period of time.
28. D. The Board shall determine the qualifications and abilities
29. of employees who apply and in filling such vacancies the
30. Board agrees to give due weight to the background attain-
31. ments and skills of all applicants, the length of time
32. each has been employed by the Board and other relevant
33. factors.
34. E. All ten month employees shall have the right to submit
35. a letter, in writing, to the Superintendent of Schools
36. no later than the last day of the student school year
37. expressing their interest in any new opening.

ARTICLE X SICK LEAVE AND OTHER LEAVE

38. Full time custodial and maintenance 8/hr. day. (40 hr. week)
39. Full time cafeteria workers 7/hr. day (35 hr. week)
40. A. All employees, including part-time hourly workers, shall
41. be allowed sick leave with full pay, as of October 1, 1979
42. according to months of employment. All unused sick leave
43. shall be accumulative for additional sick leave as needed
44. in subsequent years.
 41. 12 months - 12 days
 42. 11 months - 11 days
 43. 10 months - 10 days

1. All part time hourly workers accumulating sick leave
2. and moving to a full time position, as defined in the
3. contract will only be permitted to carry over from one
4. year to the next the exact sick leave time (by hours)
5. to which is stated in this agreement.
6. B. Fulltime employees and six hour contracted cafeteria employees shall be
7. entitled to the following temporary accumulative leaves of absence with
8. full-pay each school year:
 9. 1. All fulltime employees shall be entitled to one
 10. (1) day after one (1) year of employment and a
 11. total of two (2) days after three (3) years of
 12. consecutive employment for personal, legal,
 13. business, household or family matters which
 14. require absence during school hours. Application
 15. to the employees principal, or other immediate
 16. supervisor for this leave shall be made at least
 17. one (1) week before taking the leave except in the
 18. case of emergency. The applicant for such leave
 19. shall state the reasons(s) for taking the leave and
 20. the application shall be approved by the Superintendent
 21. in order for an employee to be paid. This leave may
 22. not be taken before or after a holiday or vacation.
 23. Unused personal leave days during the contract year
 24. shall be added to full time employees' accumulated
 25. sick leave time for the next school year.
 26. 2. Up to two (2) paid days for the President, Vice
 27. President, and Secretary of the Association to
 28. attend the N.J.E.A. Convention. They may appoint
 29. a substitute representative.
 30. 3. Time necessary for appearances in any legal proceedings
 31. connected with the employee's employment or with the
 32. school system if the employee is required by law to
 33. attend.
 34. 4. Board will make an effort to exclude employees from
 35. jury duty when requested.
36. C. A maternity leave of absence, without pay, will be granted
37. to any regular employee, who has been employed by the
38. Board, upon request for such leave, accompanied by proper
39. certification of pregnancy by the employee's physician.
40. The employee will be able to return to her position after
41. a suitable amount of time elapses for recuperation and
42. after the physician has certified that the said employee
43. is in good health and is able to resume her responsibilities.
44. D. All benefits to which an employee is entitled at the time
45. his leave of absence commenced, including unused accumulated
46. sick leave, shall be restored to him upon his return, and
47. he shall be assigned to the same position which he held
48. at the time said leave commenced, if available, or if not
49. to a substantially equivalent position.
50. E. In the event of death in the immediate family, employees
51. shall be granted, with pay, for attending the deathbed
52. or funeral as hereinafter stated:
 53. 1. An allowance of up to four (4) days may be granted
 - in the case of death in any of the following:

1. a. Employees parents, spouse, children, brothers, sisters,
2. and other persons residing as a member of the house-
3. hold of the employee.
4. b. Legally adopted members of the family and step-relations
5. as outlined in 1a.
6. c. The number of days must be justified and approved by
7. the Superintendent.
8. 2. An allowance of up to two (2) days may be granted to
9. attend the funeral of any of the following:
10. a. Uncles, aunts, grandparents, and grandchildren of the
11. employee.
12. b. Brother-in-law, sister-in-law, son-in-law, and
13. daughter-in-law of the employee.
14. c. Parents and grandparents of the employees spouse.
15. d. The number of days must be justified and approved
16. by the Superintendent.
17. F. \$20.00 per day shall be paid for accumulated sick leave
18. after ten years of service and upon retirement.

ARTICLE XI
EMPLOYMENT PROCEDURES

19. A. Seniority and Job Security
20. 1. School District seniority is defined as service by
21. appointed employees in the school district in the
22. collective bargaining unit covered in this agreement.
23. 2. In the event of a work reduction in force, including
24. reductions caused by the discontinuance of a facility
25. or its relocation, the employee of the district shall
26. be laid off in the inverse order of Seniority,
27. consistent with Title 18A:17-4.
28. 3. Notice of recall, by seniority, to work shall be
29. addressed to the employees last address appearing
30. on the records of the School District by certified
31. mail, return receipt requested. Within ten (10) days
32. from receipt of such notice of recall, the employee
33. shall notify the Board Secretary, in writing, whether
34. or not he desires to return to the work involved in
35. recall. If he fails to reply or if he indicates that he
36. does not desire to return to school work, he shall
37. forfeit all his seniority and all rights to recall.
38. If he indicates that he desires to return to the work
39. involved in the recall notice, then he shall report
40. to work within two (2) weeks from the date he received
41. the recall notice or within such period of time as is
42. set forth in a written extension of time signed by the
43. Board Secretary or his designee. In the event he
44. shall fail to so report to work, he shall forfeit all
45. of his seniority and all rights to recall.

CUSTODIAL SALARY GUIDE

	<u>1986-87</u>	<u>1987-88</u>
1.	\$ 9,400	\$ 9,600
2.	9,817	10,105
3.	10,494	10,553
4.	11,171	11,281
5.	11,848	12,009
6.	12,525	12,737
7.	13,202	13,464
8.	14,075	14,192
9.	14,556	15,131
10.	15,233	15,648
11.	-	16,375

Anyone beyond step 11 will receive an increase of 8.5% for 1986-87 and 7.5% for 1987-88.

BUS DRIVERS (182 days/year) 7 hours/day

<u>1986-87</u>	<u>1987-88</u>
\$9,033	\$9,759

CAFETERIA/HOURLY

	<u>1986-87</u>	<u>1987-88</u>
Step 1	\$4.98	\$5.35
Step 2	\$5.51	\$5.92

CAFETERIA/SALARIED

<u>1986-87</u>	<u>1987-88</u>
\$ 6,983	\$ 7,507

ASSISTANT MAINTENANCE WORKER

	<u>1986-87</u>	<u>1987-88</u>
Step 1	\$ 12,500	\$ 13,000
Step 2	13,020	13,438
Step 3	-	13,997

MAINTENANCE SUPERVISOR

<u>1986-87</u>	<u>1987-88</u>
\$ 16,275	\$ 17,496

BOILER LICENSE

<u>1986-87</u>	<u>1987-88</u>
\$ 300.00	\$ 300.00

ARTICLE XIII
EMPLOYEE ADMINISTRATION LIAISON

1. The Association's representatives shall meet with the
2. Superintendent at least once every calendar quarter during
3. the year to review and discuss current problems, practices
4. of mutual interest, and the administration of this Agreement.

ARTICLE XIV
INSURANCE PROTECTION

5. A. Health Care
6. 1. Each employee working a minimum of 30 regularly
7. scheduled work week hours and all other full time
8. employees covered under this agreement shall
9. receive the State Health Plan (1420), Major
10. Medical, Rider J. The Board shall pay the
11. additional dependent coverage above single
12. coverage up to \$1,140.00 per employee. If
13. the employee does not choose dependent coverage
14. he/she will receive \$300.00 toward Washington
15. National coverage.
16. 2. If any other Association receives Medical coverage
17. in excess of the above the additional coverage
18. shall be provided to the Association.
19. 3. Both the Board and Association will be bound by
20. all rules and regulations of the New Jersey
21. Health Benefits Plan.

ARTICLE X
PERSONAL FREEDOM

22. A. The personal life of an employee is not an appropriate
23. concern or attention of the Board except as it may
24. directly prevent the employee from performing properly
25. his assigned functions during the workday.
26. B. Employees shall be entitled to full rights of citizenship
27. and no religious or political activities of any employee
28. or the lack thereof shall be grounds for any discrimination
29. with the respect to the employment of such employee,
30. providing said activities do not violate any local,
31. state or federal law.

ARTICLE XVI

DEDUCTIONS FROM SALARY

1. A. Association Payroll Dues Deduction

2. 1. The Board agrees to deduct from the salaries of
3. its employees dues for the Paulsboro Association
4. of School Service Personnel, PASSP, the New Jersey
5. Education Association, or any one or any combination
6. of such associations as said employees individually
7. and voluntarily authorize the Board to deduct. Such
8. deductions shall be made in compliance with Chapter
9. 223, N.J. Public Laws of 1969 (NJSA 52:14-15 9e and
10. rules established by the State Department of
11. Education. Said monies, together with current
12. records of any corrections shall be transmitted to
13. such person as may from time to time be designated
14. by the PASSP by the 15th of each month following
15. the monthly pay period in which deductions were
16. made. The person designated shall disburse such
17. monies to the appropriate association or associations.
18. 2. Each of the associations named above shall certify
19. to the Board, in writing, the current rate of its
20. membership dues. Any Association which shall change
21. the rate of its membership dues shall give the Board
22. thirty days written notice prior to the effective
23. date of such change.
24. 3. Employees shall be permitted to have a Credit Union

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. Board Policy

25. This agreement constitutes Board Policy for the term
26. of said Agreement, and the Board and Association
27. shall carry out the commitments contained herein
28. and give them full force and effect as Board Policy.

29. B. Separability

30. If any provision of this Agreement or any application
31. of this Agreement to any employee or group of employees
32. is held to be contrary to law, then such provision
33. or application shall not be deemed valid and subsisting
34. except to the extent permitted by law, but all other
35. provisions or applications shall continue in full force
36. and effect.

37. C. Compliance between Individual Contract and Master Agreement

38. Any individual contract between the Board and an individual
39. employee of this Association, heretofore or hereafter
40. executed shall be subject to and consistent with the terms
41. and conditions of this Agreement. If an individual contract
42. contains any language inconsistent with this Agreement,
43. during its duration, shall be controlling.

1. D. Printing Agreement

2. Copies of this Agreement shall be printed at the joint
3. expense of the Board and Association, based on copies
4. required by each unit, after agreement with the
5. Association on format within thirty (30) days after the
6. Agreement is signed. The Agreement shall be presented
7. to all employees now employed and hereafter employed.

8. E. Whenever any notice is required to be given by either
9. of the parties to this Agreement to the other, pur-
10. suant to the provision(s) of this Agreement, either
11. party shall do so, in writing, at the following
12. addresses:

13. 1. If by Association, to Board at 7th &
14. Delaware Streets, Paulsboro, NJ 08066.

15. 2. If by Board, to Association, at
16.
17.

18. F. Dismissal

19. Violation of any of the following shall result in immediate
20. dismissal without cause for grievance or hearing:

21. 1. Calling or participating in any unauthorized
22. strike, work stoppage, or walk-out.

23. 2. Drunkenness, proven during working hours,
24. or being under the influence of alcohol
25. during working hours.

26. 3. Proven theft or dishonesty

27. 4. Unprovoked assault on his EMPLOYER or his
28. EMPLOYER'S REPRESENTATIVE.

29. 5. Use of illegal drugs, in or out of school
30. buildings.

31. 6. Any proven immoral act.

32. 7. Material falsification of any school record.

33. 8. Gambling on school property.

34. 9. Fighting on school property.

35. 10. Insubordination or refusal to obey proper orders
of a supervisor.

36. 11. Deliberate destruction or abuse of school property.

37. 12. Possession of firearms on school premises.

38. 13. Absence for two days without notification.

39. 14. Leaving school premises during working hours without
40. permission of immediate supervisor.

41. 15. Failure to follow grievance procedure.

ARTICLE XVIII

EMPLOYEE IMPROVEMENT

1. A. The Board agrees to pay up to \$100.00 per year toward
2. tuition incurred in connection with job-related instruction
3. in a recognized program with prior written approval of the
4. Superintendent of Schools.

ARTICLE XIX

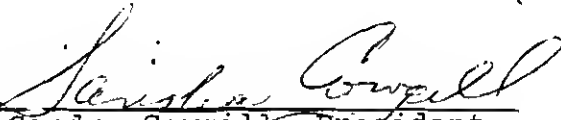
DURATION OF AGREEMENT

5. A. Duration Period
6. This agreement shall be effective as of July 1, 1986
7. and shall continue in effect until June 30, 1988 with no reopeners.
8. This agreement shall not be extended orally, and it
9. is expressly understood that it shall expire on the
10. date indicated, unless it is extended in writing.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respected Secretaries, and their corporate seal to be placed thereon, all on the day and year first above written.

PAULSBORO ASSOCIATION OF
SCHOOL SERVICE PERSONNEL

BY:

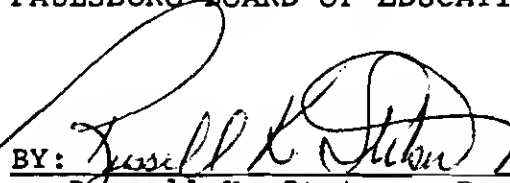

Sandra Cowgill, President

BY:



Melvin Green, Vice President

PAULSBORO BOARD OF EDUCATION

BY:


Russell K. Stetser, President

BY:


Elaine Kosuh, Board Secretary